

TOWN OF ANNAPOLIS ROYAL
STREETS AND SIDEWALKS BY-LAW

1. This Bylaw is entitled the "Town Streets and Sidewalks By-law". This By-law applies only to streets, sidewalks, and other property owned by the Town and to activities or conditions affecting such Town streets, sidewalks, and property. It is intended to be applied together with the Town's Land Use By-law.
2. Contents
 1. Definitions
 2. Cuts and Excavations
 3. Security
 4. Temporary Closing of Streets
 5. Moving Buildings on Streets
 6. Removal of Snow
 7. Particular Encroachments
 8. Sidewalk Cafes and Restaurants
 9. Vegetation in Street Right of Way
 10. Encroaching Vegetation
 11. Penalties
3. **Definitions**

In this By-law:

 1. "abutter" means the owner, lessee or occupier of any premises or lot in the Town which abuts a Town street, and where the premises or lot has been registered as a condominium under the *Condominium Property Act*, includes the condominium corporation which manages the premises or lot;
 2. "crosswalk" means that portion of a Town roadway ordinarily included within the prolongation or connection of curb lines or the edge of a roadway and property lines at intersections or any portion of a roadway clearly indicated for pedestrian crossings by lines or other markings on the road surface;
 3. "Regional Director of Public Works" (RDPW) means the individual appointed as the Regional Head of Public Works for the Town of Annapolis Royal and includes a person acting under the supervision, and direction of the RDPW;
 4. "roadway" means that portion of a Town street between the curb lines or the traveled portion of a street designed for vehicular traffic and, except where the context indicates otherwise, includes a crosswalk;
 5. "sidewalk" means that portion of a Town street between the curb line and adjacent property line or any part of the street especially set aside for pedestrian travel and separated from the roadway;
 6. "street" means a Town street, highway, road, lane, sidewalk, thoroughfare, bridge, square and the curbs, gutters, culverts and retaining walls in connection therewith and, without restricting the generality of the foregoing, includes the full right-of-way width;

7. "Town" means the Town of Annapolis Royal;
8. "Town infrastructure" includes infrastructure that supports the provision of Town services as well as water services, and without restricting the generality of the foregoing includes public trees, street lighting, traffic lights, traffic signs and other Town signs;
9. "Town sewer or water system" means a sewer or water system owned and operated by the Town or by a water utility owned by the Town;
10. "utility" includes any person or corporation that provides water, electric power, telecommunications service, natural gas or other gas intended for use as fuel to the public, except a water utility owned by the Town;
11. "utility facilities" includes any pole, pole lines (including braces and anchors), aerial cables, manholes, conduits, underground cables, pipes for the carriage of gas or liquids, and associated apparatus for the provision of utility services, including amplifiers, connection panels, transformers, valves and other fittings or equipment.

4. **CUTS AND EXCAVATIONS**

1. No person shall install a culvert in any street right of way or cut into or excavate any part of a sidewalk, curb or street within the Town without first applying to the RDPW for-permission to do so and hereafter obtaining-permission by way of a Street Excavation Permit;
2. The RDPW shall be responsible for supplying application forms for Street Excavation Permits and for signing Street Execution Permits, on behalf of the Town Council.
3. The fee for a Street Excavation Permit shall be defined in the "Fees and Fines Policy".

5. SECURITY

1. Every applicant for a Street Excavation Permit shall, as part of the application, sign an Undertaking acknowledging responsibility for costs associated with the respective project. This includes costs related to completion of the project by the Town of Annapolis Royal should this become necessary due to delay or substandard work.
2. Every applicant carrying out work pursuant to a Street Excavation Permit shall be responsible for maintaining his or her own insurance liability coverage and shall be responsible for fulfilling all safety requirements so as to give notice to the traveling public of such excavation, including, but not limited to barricades, signage, lighting, road signalers etc.

5. TEMPORARY CLOSING OF STREETS

1. Notwithstanding Town Council's right to close any street or part thereof, the Regional Director of Public Works, may temporarily close any street or part thereof while work related to the Public Works function is being done thereon.
2. No person shall travel on any portion of a street which has been temporarily closed.

6. MOVING BUILDING ON STREETS

1. No person shall move a building over or along a public street in the Town without first applying to the Town Council for permission to do so and thereafter obtaining permission by way of a Street Transport Permit;
2. The applicant shall submit in writing all information required by the RDPW to safely move a building over or along a public Street. The RDPW shall be responsible for the relevant Street Transport Permits and for signing Street Transport Permits, on behalf of the Town Council, once permission to issue such a Permit has been given by a positive motion from Town Council;
3. The fee for a Street Transport Permit shall be defined in the "Fees and Fines Policy"

8. REMOVAL OF SNOW

1. Occupiers, owners, or persons in charge of houses, stores, lots, and pieces of land situate on that portion of St. George Street in the Town extending northerly from and including the property at 324 St George Street on the one side and from the Town Hall Building at 285 St George Street on the other side to the Town Wharf, shall, after every snowfall, clear away the snow from the sidewalks adjoining their respective properties as follows:
2. When the snow ceases falling during the day within four (4) hours after it has ceased falling; and
3. When the snow ceases falling during the night, within four hours after daylight on the following day.

9. PARTICULAR ENCROACHMENTS

1. When any part of a street or other Town property has been built upon, the encroachment may be authorized to continue upon obtaining an Encroachment Permit.
2. Application for an Encroachment Lease shall be made to the RDPW and the RDPW may issue such permit upon determination by the RDPW that the encroachment was made in error;
 1. payment of a permit fee as defined in the “Fees and Fines Policy”;
 2. submission of an application in writing, on such form as may be specified by the RDPW from time to time, and signed by the person applying therefore;
 3. determination by the RDPW that the encroachment does not significantly impede pedestrian or wheelchair traffic on a sidewalk or vehicular traffic on a roadway;
 4. determination by the Traffic Authority that the encroachment does not pose a traffic hazard having regard to sight lines or otherwise;
 5. provision of an acknowledgement that the permission of the owner to encroach may be withdrawn without payment of any compensation.
3. Notwithstanding the issuance of an Encroachment Permit, no person shall permit or cause a further or renewed encroachment once the original encroaching structure is demolished, destroyed or removed to the extent of 75% or more.
4. Notwithstanding sections 9.1 to 9.3, Council may by Agreement, authorize an encroachment or the continuation of an encroachment upon, under or over a street for such period of time and upon at least one of the following conditions:

1. To provide for wheelchair access in accordance with the National Building Code of Canada
 2. To alleviate an existing or future problem relating to access to Town infrastructure
 3. To provide access to Town infrastructure
 4. To improve pedestrian or vehicular flow
 5. To replace an existing structure
5. Sections 9.1 to 9.4 do not apply to utility facilities.

10. SIDEWALK CAFES AND RESTAURANTS

1. The Town may enter into leases, containing such terms and conditions as it deems appropriate, for the seasonal or temporary use of a sidewalk or other suitable Town property as a sidewalk cafe or restaurant. Nothing in this section limits any other authority of Council or the Chief Administrative Officer to make leases of other Town property.

11. VEGETATION IN STREET RIGHT-OF-WAY

1. Except in areas designated by Council resolution as exempt from this requirement, abutters shall maintain any grass between the curb and a sidewalk abutting their property, except in areas designated by Council's resolution as exempt from this requirement including:
 1. clipping, cutting, or mowing the grass to a height of not greater than 8 cm;
 2. raking and renewing grass as necessary in order to maintain a neat and tidy appearance; and
 3. collecting and removing litter or waste.

12. ENCROACHING VEGETATION

1. Abutters shall trim the branches of trees, hedges, bushes, or other shrubbery which encroaches from the abutting property over a street so as to prevent such tree, hedge, bush, or other shrubbery:
 1. from interfering with pedestrian traffic on a sidewalk;
 2. from interfering with, or affecting the-sight lines of-any person on a bicycle or in a motor vehicle travelling on the roadway, from the ground up to a minimum height of 2.25 meters; or
 3. from interfering with any structure on or in a street.

13. PENALTIES

1. Any person who contravenes any provision of this By-law is punishable on summary conviction by a fine as defined in the Town's "Fee and Fines Policy".
2. Any person who contravenes any provision of this By-law and who is given notice of the contravention may pay to the Town, at the place specified in the notice, 50% of the minimum fine specified, pursuant to the Town's Payment in Lieu of Prosecution Policy within 14 days of the date of the notice and shall thereby avoid prosecution for that contravention.

14. REPEAL

1. **UPDATE**

EFFECTIVE DATE

1. This Bylaw shall be effective date of publishing.

This is to certify that the foregoing is a true copy of a bylaw passed at a duly convened meeting of the Council of the Town of Annapolis Royal, held the -----

Given under the hand of the Mayor and Chief Administrative Officer and the seal of the Town of Annapolis Royal this --- day of -----

FIRST READING:	
"NOTICE OF INTENT" PUBLICATION:	
SECOND READING:	
MINISTERIAL APPROVAL:	
DATE OF PUBLISHING:	
FORWARDED TO THE MINISTER:	
FORWARDED TO TOWN WEBSITE:	

**APPROVAL OF ROAD ACCESS, WATER, SEWER,
STORM HOOKUP OR DISCONNECTION
APPLICATION**

SECTION 1 – TO BE COMPLETED BY APPLICANT

Name of Applicant / Agent:		
Address:	Phone:	
Registered Owner(s):		
Address:	Phone:	
Location of property:		
P.I.D. Number:		
Building type and number of units:		
New Building —	Existing Building —	Demolition —

SECTION 2 – TO BE COMPLETED BY PUBLIC WORKS

Service Type	Existing		Acceptable		Action Required	Party Responsible	
	Yes	No	Yes	No		Town	Applicant
Water							
Sewer							
Storm							
Road Access							

FOR OFFICE USE ONLY	Permit #:
Building Official:	Date:
Copy sent to Town Hall:	Date:

SECTION 3-THE FOLLOWING SECTION TO BE COMPLETED BY PUBLIC WORKS ONLY IF APPLICABLE.

STREET EXCAVATION PERMIT	
PERMIT #:	DATE:

APPLICANT: ADDRESS: PHONE #: FAX:	ALT PHONE #1: ALT PHONE #2:
OWNER: ADDRESS: PHONE #: FAX :	ALT PHONE #1: ALT PHONE #2:
CONTRACTOR: ADDRESS: PHONE #: FAX:	ALT PHONE #1: ALT PHONE #2:

LOCATION

JOB ADDRESS: BETWEEN:	AND:
--------------------------	------

DURATION

DATE FROM: TO:	TIME (24 HOUR) FROM: TO:
----------------------	--------------------------------

SEWER AND/OR WATER SERVICES

<p style="text-align: center;"><u>SIZE (mm)</u></p> WATER (domestic): WATER (sprinkler): SANITARY SEWER: STORM SEWER:	<p style="text-align: center;"><u>SIZE (mm)</u></p> COMBINED SEWER: MANHOLE: HYDRANT: CULVERT:
--	---

ROAD / LANE / SIDEWALK CLOSURE

	<u>Full</u>	<u>Partial</u>	REASON FOR CLOSURE:
STREET	<input type="checkbox"/>	<input type="checkbox"/>	
SIDEWALK	<input type="checkbox"/>	<input type="checkbox"/>	
SIDE OF STREET:			<input type="checkbox"/> NORTH <input type="checkbox"/> SOUTH <input type="checkbox"/> EAST <input type="checkbox"/> WEST
NUMBER OF LANES:			
CERTIFIED signalers are required on site			Amount of Signalers:

All fees must be paid prior to commencement of work.

ACKNOWLEDGE:

I have read and understand the general conditions set for the Street Excavation Permit and agree to comply to all requirements.

APPLICANT NAME
(please print) _____

APPLICANT SIGNATURE _____ DATE _____

APPROVAL:
REGIONAL DIRECTOR OF PUBLIC WORKS _____ DATE _____



GENERAL CONDITIONS STREET EXCAVATION PERMIT

1. The applicant must comply with the current issue of the Annapolis Royal Municipal Services Specification Manual and the Streets and Sidewalks Bylaw for all work on town streets, property or easements and be listed as holding the latest version available. Applicant may be required, on request, to submit two (2) copies of plans, traffic control plan, and supporting calculations for service connections sealed by and engineer licensed in the province of Nova Scotia.
2. No street or portion of street shall be closed, excavated, or used for any purpose without first obtaining a *Street Excavation Permit* from the Superintendent of Public Works.
3. All applications for a *Street Excavation Permit* must be submitted three (3) working days prior to the scheduled first workday.
4. The Superintendent of Public Works reserves the right to regulate the date and hours of work.
5. The work site shall be kept safe at all times – with respect to vehicular and pedestrian traffic, including proper traffic control devices (i.e. Certified Traffic Signalers) – in accordance with municipal requirements and the Nova Scotia Occupational Health and Safety Act.
6. The Town reserves the right to have an Inspector present to monitor any project requiring one. No work is to start until an Inspector is present, if deemed necessary. No underground utility work will be backfilled until it has been inspected, approved, and “tie-in” measures completed.
7. Approval must be obtained to make connections to any underground utility within a Town street. All live watermain taps must be completed by Town Force or their designate. (Three (3) working day notice is required)
8. All streets and sidewalks must be kept free from nuisances, debris, dirt, and dust. If the sidewalk is closed to pedestrians, proper signage must be installed to provide alternate route(s).
9. Every *Street Excavation Permit* shall be subject to the following:
 - **ALL LOCATES FOR UTILITIES MUST BE OBTAINED PRIOR TO ANY EXCAVATION OR DEMOLITION.**
 - All excavations in roadways shall be identified by approved traffic control devices (signage, barriers, etc.), which shall stay in place until final road restoration is completed.
 - Notice must be given to the Superintendent of Public Works prior to the installation of temporary steel plates over openings.
 - Any asphalt cut must be patched with asphalt base within **48 hours (2 days)** of work completion.
 - Curb & Gutter and sidewalk renewal must be completed within 14 days of completion of work, or as agreed to by the Superintendent of Public Works.
 - Asphalt seal must be in place within 60 days of completion of the work. Bump signs must be in place until final road restoration is complete.
 - Prior to the commencement of any work, the applicant will pay all required fees described in the Fees and Fines Policy
10. The applicant agrees to accept total responsibility for all costs related to the work. Guarantees all work for twenty-four (24) months from the completion date of installation.

11. The Town reserves the right to remove any Contractor from the job, and complete the work at the applicant's expense if:
- The quality of work is substandard.
 - Work is not completed according to the Annapolis Royal Municipal Services Specification Manual.
 - The Applicant (i.e. the Contractor completing work covered by this application) does not adhere rigidly to the regulations as outlined on this application and in the Streets and Sidewalks Bylaw.

SECTION 4- Undertaking
THIS PAGE MUST BE SIGNED

I / We the owner/applicant of the described property, have met with the Public Works Director and fully understand my portion and responsibilities for the project and costs involved for providing the required services for the proposed intended use of the described property.

I / We are fully aware that changes to the proposed project design will require new approval from the Public Works Director.

I / We understand and agree that projects must be completed within 30 days. Extensions are granted by the Regional Director of Public Works and must be in writing. If the project is not completed within 30 days, and an extension has not been granted, the Regional Director of Public Works may direct the completion of the project by other means or contractor, the cost of which will be the responsibility of the owner/applicant.

Applicant

Date

Based on the above information provided to me by the applicant, it is acceptable for the applicant to proceed with their building / development permit application.

Regional Director for Public Works

Date

TOWN OF ANNAPOLIS ROYAL CONTRACTOR PERMIT FOR WORK ON TOWN PROPERTY APPLICATION

File: 570-2

No.: 2023-

- 1. Date:**

- 2. Location:**

- 3. Copy of Proof of Contractor's Insurance:**

NOTE:

The applicant shall purchase and maintain third party liability insurance acceptable to the Town of Annapolis Royal throughout the term of this Agreement. Unless otherwise specified, the terms of the insurance shall be from the date of commencement of set-up or assembly for the Event until the date of completion of all related activities. Such coverage shall protect the Town of Annapolis Royal against all claims for all damages or injury including death to any person or persons and for damage to any property of the Town of Annapolis Royal or any other public or private property resulting from or arising out of any act or omission on the part of the applicant or any of his or her servants or agents.

Coverage shall consist of a comprehensive policy of public liability and property damage insurance for the project. Such insurance shall name the Town of Annapolis Royal as additional insured thereunder. Such insurance shall be extended to include the following endorsements: Blanket Contractual Liability and Cross Liability with a Severability of Interests Clause. If applicable, such insurance shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the Town of Annapolis Royal.

- 4. Property owner name & contact numbers:**

- 5. Contractor's name and contact numbers:**

6. Description of Work to be done (Attach additional drawings/information as necessary):

7. When will the work be done?

8. What measures are being taken to ensure safety and security of the public?

UNDERTAKING

I / We the owner/applicant of the described property, have met with the Public Works Director and fully understand my portion and responsibilities for the project and costs involved for providing the required services for the proposed intended use of the described property.

I / We are fully aware that changes to the proposed project design will require new approval from the Public Works Director.

I / We understand and agree that projects must be completed within 30 days. Extensions are granted by the Regional Director of Public Works and must be in writing. If the project is not completed within 30 days, and an extension has not been granted, the Regional Director of Public Works may direct the completion of the project by other means or contractor the cost of which will be the responsibility of the owner/applicant.

Applicant

Date

Based on the above information provided to me by the applicant, it is acceptable for the applicant to proceed with their building / development permit application.

Regional Director for Public Works

Date

Town Roles & Responsibilities:

- The Regional Director for Public Works (RDPW) will assess each individual project to determine the roles & responsibilities of all parties involved.
- RDPW to notify Community Development Coordinator and Front Office – Information purposes, and;
 - Provide confirmation to the Community Development Coordinator that contact has been made by contractor with a copy of the Town approval form.
- RDPW to create a file for each separate project, file to contain:
 - Copy of permit (this form)
 - Documentation from contractor as per policy
 - Meeting notes, faxes, or other documentation pertaining to the project.
 - Note: all necessary documentation is complete and available during the duration of any given project.

To be signed when above items are complete

Regional Director of Public Works

Date

**AGREEMENT BETWEEN
THE TOWN OF ANNAPOLIS ROYAL
AND**

**_____ (business owner's name)
CARRYING ON BUSINESS AS _____ (business name)**

Town Council, grant privileges for you to utilize a portion of the sidewalk area in front of _____ (business name) at _____ (address) for outdoor dining use,

Subject to the following conditions:

1. that the Town of Annapolis Royal shall lease the section measuring _____ (sq. m or sq. ft.) situated at _____ (address) at the rate defined in the "Fees and Fines Policy".
2. that _____ (owner's name) will ensure that a satisfactory clearance for pedestrian traffic will be maintained, as per Schedule "A"
3. that the hours of operation shall be from 10:00 a.m. to 10:00 p.m. Monday to Sunday, inclusive, and the area shall be vacant up to thirty (30) minutes prior to opening and within thirty (30) minutes of closing.
4. prior to entering into a lease agreement, _____ (business) agrees to provide a compost management plan, including odour abatement, that is satisfactory to the Town of Annapolis Royal and addresses the potential increased business capacity associated with this lease. (See Schedule B)
5. that should unfavourable conditions arise, the Town of Annapolis Royal has the ability to discontinue the use partially or completely at any time.
6. That _____ (owner's name), carrying on business as _____ (business) hereby covenant to agree to:
 1. save harmless the Town of Annapolis Royal from any liability of the Town to the public or otherwise, as a result of the operation of the business on the property of the Town and to indemnify the Town in respect of any claim which may be brought against the Town which the Town either in a court of law is ordered to pay or alternatively deems advisable to pay, at the sole discretion of the Town:
 2. provide proof of appropriate liability insurance with a limit not less than \$1,000,000 covering operations of _____ (business) in a form satisfactory to the Town:
 1. include the Town as an additional insured interest with respect to the business operations extending onto the property of the Town; and
 4. that the expansion of the business be seasonal from 16 April to 16 October
 5. that this agreement expires on the 31st day of March of the subsequent year.

DATED at Annapolis Royal, N.S. this ____Day of ____20____.

CAO

LEASEE

WITNESS TO SIGNATURES

WITNESS TO SIGNATURES

Schedule A

Sidewalk Lease Plans

Please describe/provide a drawing of the proposed sidewalk plans. Include all dimensions.